(*d*) That if any trees, shrub or growth reserved by the department as noted in clause (*b*) *supra* is cut he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindling of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in any of the coupes after 30th June 1930.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of any Forest Officer above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter, may after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

K. REVANNA,
District Forest Officer.

OFFICE OF THE DISTRICT FOREST OFFICER, SHIMOGA.

Notification dated 8th May 1930.

It is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests up to 30th June 1931, in the undermentioned taluks will be sold talukwar hobliwar, firkawar or in smaller units as the case may be, by public auction at the District Forest Office Shimoga, on Monday the 26th May 1930, by the Deputy Commissioner, Shimoga District, with the help of the District Forest Officer of the same District.

Taluk Comprised.

1. Shimoga. | 2. Tirthahalli.

Remarks.—Includes produce on all Government unoccupied lands, Amrit Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 12 noon, and if it is not concluded on the same day will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any, *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority, concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale the successful bidder shall execute an agreement, at one for each unit, with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for each unit, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid, forfeited to Government, and the right resold at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom, which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall before entering for the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract

Note—(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in two equal instalments at intervals of two months, as follows :—

First instalment on or before 1st June 1930.
Second instalment on or before 1st August 1930.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation or any other law for the time being in force. Interest at 9 per cent per annum, will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agent or ministers and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.— (i) Forest Forms approved in Government Order No. G. 5119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(ii) Unused license and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

C. A. JABBAR,
District Forest Officer.

ENGINEERING DEPARTMENT.

SHIMOGA DIVISION.

Dated 6th May 1930.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Shimoga Division, up to 3rd June 1930, for restoring Basavanahalli Doddakere, (Minor tank) Reg. No. 39 of Honnali Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of December 1930.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Shimoga between the hours of 11 A.M. and 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a deposit of Rs. 200 in Cash or Currency Notes as earnest money, and be superscribed "Tender for Restoring Basavanahalli Doddakere (Minor tank) Reg. No. 39 of Honnali Taluk; in default of which tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond, in default of which his tender will be considered cancelled and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the notice board in the Executive Engineer's Office in due course. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.